

**REMARKS**

Applicant has carefully studied the Office Action of August 15, 2007 and offers the following remarks in response thereto.

**Claim Rejections – 35 U.S.C. §§ 102 and 103(a)**

Claims 1 – 10, 13 – 16, 18 – 28, 31 – 40 and 43 presently stand rejected under 35 U.S.C. § 102 as allegedly anticipated by U.S. Patent publication 2004/0015427 A1 (Camelio). Claims 11 – 12 and 19 – 20 presently stand rejected under § 103(a) as allegedly unpatentable over Camelio in view of U.S. Patent publication 2002/0198763 (Pittelli). Claims 17 and 41 – 42 presently stand rejected under § 103(a) as allegedly unpatentable over Camelio in view of official notice. Without acquiescence in the grounds of rejection or prejudice to pursue at a later time, by continuation application or otherwise, independent claims 18 and 35 have been amended to clarify the subject matter being claimed. These rejections are respectfully traversed.

Claims 1, 18 and 35 are independent and will be addressed first, followed by the dependent claims.

Claim 1 relates to a computerized system for facilitating the creation and promotion of creative works, comprising the following system components:

a process handling routine for receiving and processing requests for purchases of benefits relating to an undeveloped creative work;

a storage medium for storing user information and associating the patron information to the undeveloped creative work selected by the user;

an accounting routine that aggregates monetary amounts in a locked account for use in development of the undeveloped creative work and releases all or a portion of the aggregated monies when a predefined target threshold amount is attained to facilitate completion of the undeveloped creative work; and

a benefit redemption routine having access to the patron information stored in the storage medium, for facilitating electronic notification of patrons associated with a particular undeveloped creative work concerning availability of their purchased benefits, or upon the condition that the predefined target threshold amount is not attained.

Among other things, claim 1 includes an "accounting routine" that aggregates monetary amounts "in a locked account" for use in development of the undeveloped creative work "and releases all or a portion of the aggregated monies when a predefined target threshold amount is attained to facilitate completion of the undeveloped creative work." Camelio's system only releases

the funds “***upon completion of the project*** and upon the patron receiving the entitlement(s) corresponding to the patronage level.” (Camelio at para. [0144]) Under Camelio’s approach, the artist must have sufficient funds to complete the project prior to having access to any escrowed funds received from patrons. By contrast, the system of claim 1 provides a mechanism for graduated release of collected funds when a “predefined target threshold amount is reached,” thus ensuring enough capital to complete or make meaningful progress on the undeveloped creative work, but not requiring that the artist have access to sufficient funds to complete the entire project.

In addition, claim 1 also includes a “benefit redemption routine” for facilitating electronic notification of patrons associated with a particular undeveloped creative work “concerning availability of their purchased benefits, or upon the condition that the predefined target threshold amount is not attained.” It is respectfully submitted that Camelio does not teach, among other things, electronically notifying patrons if “the predefined target threshold amount is not attained.” Camelio is, at best, vague about setting a specific target threshold amount, and in any event is silent on what happens if such a target threshold amount is not reached.

Accordingly, it is respectfully submitted that Camelio fails to anticipate claim 1.

Nor would the subject matter of claim 1 have been obvious in view of Camelio. By choosing to release accumulated funds only “upon completion of the project and upon the patron receiving the entitlement(s) corresponding to

the patronage level,” Camelio in fact ***teaches away*** from the approach of claim 1, under which collected funds may be released in whole or part when a “predefined target threshold amount is reached,” thus ensuring enough capital to complete or make meaningful progress on the undeveloped creative work, but not requiring that the artist have access to sufficient funds to complete the entire project. The other cited reference, Pittelli, does not appear to mention escrow accounts or other “locked accounts” at all, and thus does not remedy the shortcomings of Camelio. Pittelli also bases its support for artists on the number of fans, not a target threshold amount of funds, which again differs from claim 1. It is therefore respectfully submitted that claim 1 is allowable over both Camelio and Pittelli.

Independent claim 18 is directed to a method somewhat similar to claim 1, and, as amended, includes the steps of “aggregating monetary amounts received from the patrons . . . for the undeveloped creative work until a predefined target amount is reached,” and “automatically electronically notifying the patrons associated with the undeveloped creative work concerning attainment of the predefined benefits if the predefined target amount was attained and, if it was not attained, that a refund or substitute benefit relating to a different creative work is available.” For this subject matter, the Office Action primarily refers to paragraph [0145] of Camelio. However, Camelio does not automatically electronically notify patrons that “if [the predefined target amount] was not attained,” then “a refund or substitute benefit relating to a

different creative work is available,” as required by claim 18. Accordingly, it is respectfully submitted that Camelio does not anticipate claim 18.

In addition, claim 18 has been amended to clarify that the step of “aggregating monetary amounts” from the patrons is done using “a locked account” for the undeveloped creative work “until a predefined target amount is reached, whereupon all or a portion of the aggregated monies is released from the locked account to facilitate completion of the undeveloped creative work.” As previously explained in regard to claim 1, Camelio does not release funds from the escrow account until the project is completed, and teaches away from the arrangement described both in claim 1 and in claim 18, as amended.

Independent claim 35 relates to a computerized system for facilitating the creation and promotion of creative works, and includes, among other things, an “accounting engine that aggregates monetary amounts from the patrons for each of the undeveloped creative works in a locked account, automatically transmits an electronic notification upon attainment of a predefined target amount, and releases all or a portion of the aggregated monetary amount from the locked account when the predefined target amount is attained so as to facilitate completion of the undeveloped creative work,” and a “benefit redemption processing engine . . . for electronically notifying those patrons having purchased predefined benefits relating to a particular creative work concerning availability or attainment of their predefined benefits if the predefined target amount was reached and, if was not, that the predefined target amount was not attained.” For reasons previously described, Camelio

does not teach aggregating monetary amounts “in a locked account” and “releas[ing] all or a portion of the aggregated monetary amount from the locked account when the predefined target amount is attained so as to facilitate completion of the undeveloped creative work.” Rather, as previously noted, Camelio only releases the funds upon completion of the project and after certain other requirements (i.e., provision of the entitlement(s)). (These features are also absent from Pittelli, which does not utilize escrow or other similar locked accounts.) Accordingly, it is respectfully submitted that claim 35, as amended, should be allowable over the two cited patent publications.

Claims 2 – 17, 19 – 34, and 36 – 42 depend upon independent claims 1, 18 or 35.<sup>1</sup> Although further novel and non-obvious differences are believed to exist between the dependent claims and the two cited items, a detailed explanation thereof is not deemed necessary given the distinctions already explained for the independent claims, and thus the dependent claims should be allowable at least for the reason of depending from an allowable base claim.

#### **Reservation of Right to Challenge Cited Items**

While Applicant has addressed the cited items on the merits, this should not be construed as an admission that they constitute prior art as against the claimed invention. Applicant reserves the right to antedate either of the cited

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<sup>1</sup> Claim 43 has been canceled in view of the incorporation of its general subject matter into independent claim 35.

patent publications pursuant to the appropriate rules, laws, and regulations if deemed necessary to do so.

Likewise, Applicant's election to address the cited patent publications on the merits should not be construed as an admission they provide an enabling disclosure. Applicant reserves the right to challenge the sufficiency of the cited items at a later point in time, including in any post-issuance proceeding or suit, if appropriate.

#### **New Claim**

New claim 44 has been added for consideration. Claim 44 depends on claim 1, and further specifies that the "undeveloped creative work is a motion picture," and that "patrons who contributed funding for the motion picture are listed in the credits in distributed copies of the completed motion picture." It is respectfully submitted that claim 44 is novel and non-obvious over the two cited patent publications.

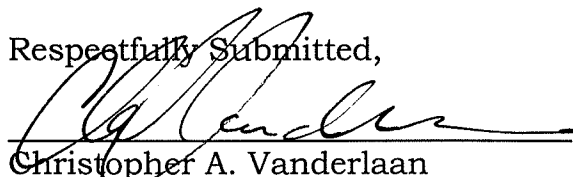
#### **Request for Allowance**

The undersigned has made a good faith effort to respond to all of the rejections in the case and to place the claims in condition for immediate allowance. Nevertheless, if any unresolved issue remains, the Examiner is invited to contact the undersigned by telephone to discuss those issues so that the Notice of Allowance can be mailed at the earliest possible date.

It is believed that the instant application is in condition for final allowance, and, accordingly, issuance of a notice of allowance is earnestly solicited.

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Respectfully Submitted,



Christopher A. Vanderlaan  
Registration No. 37,747

**IRELL & MANELLA LLP**

1800 Avenue of the Stars, Suite 900  
Los Angeles, CA 90067  
Telephone: (310) 277-1010  
Facsimile: (310) 203-7199